08-13555-mg Doc 35145 Filed 02/19/13 Entered 02/22/13 11:56:45 Main Document Pg 1 of 14

IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

	X	
In re:)	Chapter 11
LEHMAN BROTHERS HOLDINGS, INC.)	Case No. 08-13555 (JMP)
)	
Debtor.) x	(Jointly Administered)
# = 0		

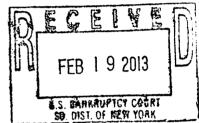
NOTICE OF PARTIAL TRANSFER OF CLAIM PURSUANT TO FRBP RULE 3001(e)(2)

1. TO:

BANCA MEDIOLANUM S.p.A.

("Transferor")

Attn Stefano Greco



2. Please take notice of the transfer of an undivided interest in the amount of USD 28,982.25 (EUR 20,480.70), of your claim against LEHMAN BROTHERS HOLDINGS INC. Case No. 08-13555 JMP) in the above-referenced consolidated proceedings, arising from and relating to the guaranty of certain underlying securities described in Claim No. 56626 (attached as Exhibit A hereto), to:

BANCA FIDEURAM S.p.A

("Transferee")

Attn: Emanuele Castro Legal Department

An evidence of transfer of claim (including details as to the underlying securities) is attached hereto as Exhibit B. All notices regarding the transferred portion of the claim should be sent to the Transferee at the address attached in Exhibit C.

No action is required if you do not object to the transfer of your claim. However, IF YOU OBJECT TO THE TRANSFER OF YOUR CLAIM, WITHIN 21 DAYS OF THE DATE OF THIS NOTICE, YOU MUST:

FILE A WRITTEN OBJECTION TO THE TRANSFER with:

United States Bankruptcy Court Southern District of New York Attn: Clerk of Court Alexander Hamilton Custom House One Bowling Green New York, NY 10004-1408 08-13555-mg Doc 35145 Filed 02/19/13 Entered 02/22/13 11:56:45 Main Document Pg 2 of 14

	SEND A COPY OF YOUR OBJECTION TO THE TRANSFEREE.
• -	Refer to INTERNAL CONTROL NO in your objection and any further correspondence related to this transfer.
]	If you file an objection, a hearing will be scheduled. IF YOUR OBJECTION IS NOT TIMELY FILED, THE TRANSFEREE WILL BE SUBSTITUTED FOR THE TRANSFEROR ON OUR ECORDS AS A CLAIMANT IN THIS PROCEEDING WITH RESPECT TO THE RANSFERRED PORTION.
	CLERK
This not 2010.	LERK'S OFFICE USE ONLY: tice was mailed to the first named party, by first class mail, postage prepaid on, NAL CONTROL NO
Copy: (check) Claims Agent Transferee Debtor's Attorney
	Deputy Clerk

			to the second	THE PROCEAMS
ited States Bankri	uptcy Court/Southern Dist	rict of New York	LEHMAN S	SECURITIES PROGRAMS ROOF OF CLAIM
Brothers Ho	Idings Claims Processing	Center		outhern District of New York
Enio Rankruptcy	Solutions, LLC		Filed: USBC - So	ore Holdings Inc., ELPA.
R Station, P.O. Bo w York, NY 1015	0-5076		Lenman drott	13555 (JMP) 0000056626
Da:		Chapter 11 Case No. 08-13555 (JMP)		and minutelli
man Brothers Ho	oldings Inc., et al.,	(Jointly Administered)		\$1\L\\ \$8\\$\\\$\$ \$\\
Lines				18/10/1 18/10/10 8/1
te: This form may	onot be used to file claims as listed on http://www.lel	other than those based on Lehman man-docket.com as of July 17, 2009	rent from Creditor)	☐ Check this box to indicate that this claim
me and address 0	f Creditor: (and name and	address where notices should be sent if diffe	icii iiciii zaza	amends a previously filed claim.
				Court Claim Number:
anca Mediolanum	S.p.A.			(If known)
ia F. Sforza, 15 0080 Basiglio (Mil	(eno)			
•				
ttention: Head of (Operations Control Unit			Filed on:
		Email Address: LehmanTeam@mediola	num.it	☐ Check this box if you are aware that anyone
elephone number:	+39 02 90492737	ent (if different from above)		last the filed a proof of claim relating to your
lame and address	where payment should be s	ent (if different from above)		claim. Attach copy of statement giving
				particulars.
r-Ihase number		Email Address:		owed under your Lehman Programs Securities as of fler, and whether such claim matured or became e exchange rate as applicable on September 15.
recommendation	l amount of your claim bas	ed on Lehman Programs Securities. Your	15 2008 or acquired them therea	fter, and whether such claim matured of became
Provide the total	8 whether you owned the	Lehman Programs Securities on September	in United States dollars, using th	owed under your Lehman Programs Securities of fler, and whether such claim matured or became e exchange rate as applicable on September 15, th the claim amounts for each Lehman Programs
September 13, 200	before or after September	15, 2008. The claim amount must be stated	ity, you may attach a schedule wi	fler, and whether such claim matured of occurs e exchange rate as applicable on September 15, th the claim amounts for each Lehman Programs
		to more than one Lennan Flograms	1.	
Cooughty to which	IIII2 CIGIIII I CILLOS.			
	n washed	(Required)		Lehman Programs Securities.
Amount of Claim	:sit	(Required) Sludes interest or other charges in addition to	the principal amount due on the	aim relates. If you are filing this claim with respect to to which this claim relates.
Check this box	(if the amount of classif in	Gastier Number (ISIN) for each Lehman P	rograms Security to which this ci	to which this claim relates.
2. Provide the Int	emational Securities Identi	ification Number (ISIN) for each Lehman P you may attach a schedule with the ISINs fo	r the Lehman Programs Securities	
			(each 8
International Sec	curities identification,	Jumber a Euroclear Bank Electronic Refere	ence Number, or other depository	blocking reference number, as appropriate (each, a Number from your accountholder (i.e. the bank, Lehman Programs Security, you may attach a
3. Provide the Cle	earstream Bank Blocking P	rams Security for which you are filing a cla	im. You must acquire a stream one	Number from your accountholder (i.e. the bank, Lehman Programs Security, you may attach a
"Blocking Number	el jioi cacil - such securi	ties on your behalf). If you are ming and	alaim relates	
broker or other en	Blocking Numbers for ear	ties on your behalf). If you are filing this ch ch Lehman Programs Security to which this		essitory blocking reference number:
schedule with the	, 5,000	ch Lehman Programs Security to which inis	rence Number and or other de	odditor a processing a
Clearstream Ba	ink Blocking Number, Eu	roclear Bank Electronic		
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See attached	(NC	D. L. another depository participant accou	int number related to your Lenma	n Programs Securities for which you are ming und from your accountholder (i.e. the bank, broker or other
4 Provide the C	learstream Bank, Euroclean	Bank or other depository park or other depo	sitory participant account numbers	110,
entity that holds	such securities on your oc	r Bank of other depo- stream Bank, Euroclear Bank or other depo- half). Beneficial holders should not provide Bank or Other Depository Partici	pant Account Number:	
Accountholder	's Euroclear Bank, Clears	half). Beneticial notices should be per stream Bank or Other Depository Partici		
1 2 2	(K	equireu;		FPRED PRECEIVED
See attached	neal Clearst	eam Bank or Other Depository: By filin	disclose your identity and holdin	gs
5. Consent to	Euroclear Bank, Clearst	equired) ream Bank or Other Depository: By filin, nk, Clearstream Bank or other depository to btors for the purpose of reconciling claims a	and distributions.	
deemed to have	Causities to the Del	btors for the purpose of reconciling claims	the if any of the credi	tor 1 1 0 CT 22 9 7 UU 9 1 1
	Signature: The person f	iling this claim must sign it. Sign and print it d to file this claim and state address and tel tach copy of power of attorney, if any.	ephone number if different from	the
Date.	or other person authorize	ed to file this claim and state address and ter		
October	notice address above. At	tach copy of power of attorney, if any.		EPIQ BANKBUPTCY SOLUTIONS, LLC
26, 2009		Title, Citat Execution		
	Ivanic. Inada	ng fraudulent claim: Fine of up to \$500,000	to sup to 5 years	s, or both. 18 U.S.C. §§ 152 and 3571
		Ganduleni claim: Fine of up to \$500,000	or imprisonment for up to 3 year.	
	Penalty for presenting	ig fruudulent cidmit i me		



ANNEX TO PROOF O	F CLAIM OF
Debtors.	•
Lehman Broulers Holdings 2009	(Jointly Administered)
Lehman Brothers Holdings Inc., et al.	Case No. 08-13555 (JMP)
In re:	Chapter 11
UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK	m 11

Claimant.

1.

- BANCA MEDIOLANUM S.P.A. Banca Mediolanum S.p.A. (the "Claimant"), hereby files the accompanying proof of claim (the "Proof of Claim") against Lehman Brothers Holdings Inc.
- (the "Debtor"), a debtor and debtor in possession in the above-referenced chapter 11 cases. The Claimant holds claims against the Debtor arising from certain transactions that occurred prior to September 15, 2008 (the "Petition Date"), as described more fully below.
- Transactions Between the Parties. The Claimant is the holder and is authorized to 2. act on behalf of the holders of certain securities issued by Lehman Brothers Treasury Co. B.V. and Lehman Brothers UK Capital Funding L.P. (the "Obligors") and guaranteed by the Debtor (each a "Program Security" and, together, the "Program Securities") identified on the list of Lehman Program Securities, which is available on the Debtors' website, http://www.lehmandocket.com under the heading "Key Documents." The International Securities Identification Number ("ISIN") identifying each Program Security, along with the respective Clearstream Bank blocking reference number and the Clearstream Bank account number relating to the Program Securities, is detailed on Exhibit 1 attached hereto. Evidence of the ownership of the securities described in Exhibit 1 is provided in Exhibit 3 attached hereto. The Program

Securities issued by Lehman Brothers Treasury Co. B.V. have also the benefit of an express, unconditional and irrevocable guarantee of the Debtor, and further, the Debtor guaranteed the payment of all liabilities, obligations and commitments of Lehman Brothers Treasury Co. B.V. pursuant to those certain board resolutions adopted by the Executive Committee of the Debtor's Board of Directors attached hereto as Exhibit 4, including but not limited to those certain resolutions adopted by unanimous written consent on June 9, 2005 and certain other guarantees extended to affiliates of the Debtor and/or Lehman related entities.

- 3. <u>Claim.</u> The Claimant is the holder and is authorized to act on behalf of the holders of certain securities described more fully in <u>Exhibit 1</u> hereto and on account thereof and in accordance with the terms of the documentation relating thereto, hereby asserts a claim against the Debtor in the amount of \$ 17,561,999.56 <u>plus</u>, to the extent provided pursuant to the underlying documents associated with each Program Security all other interest, costs, fees and expenses allowed under applicable law (the "Claim"). An itemization of certain amounts comprising the Claim is set forth on <u>Exhibit 2</u> attached hereto.
- 4. <u>Security Interests and Priority Status</u>. The Claim is filed as a general unsecured claim, without any prejudice to any and all rights of the Claimant to assert that any portion of the Claim is entitled to administrative priority under Sections 503 and 507 of the Bankruptcy Code.
- 5. <u>Claims, Counterclaims, Setoffs and Defenses</u>. The Claim is not subject to any known claims, counterclaims, setoffs or defenses by the Debtor. The Claimant also reserves any and all rights of setoff and recoupment that the Claimant or any of its affiliates may have against the Debtor or its related entities.
- 6. Reservation of Rights. The execution and filing of this Proof of Claim is not and shall not be deemed: (a) a waiver or release of the Claimant's rights against any other entity or



person liable for all or any part of the Claim asserted herein; (b) a consent by the Claimant to the jurisdiction of this Court with respect to any proceeding commenced in this case against or otherwise involving the Claimant; (c) a waiver of the right to withdraw the reference with respect to the subject matter of the Claim, any objection or other proceedings commenced with respect thereto or any other proceedings commenced in this case against or otherwise involving the Claimant; (d) a waiver or release by the Claimant of its right to trial by jury, or a consent by the Claimant to a trial by jury, in this Court or any other court; (e) a waiver of any right to the subordination, in favor of the Claimant, of indebtedness or liens held by any creditors of the Debtor or any of its affiliates; (f) an election of remedies which waives or otherwise affects any other remedy; (g) waiver of the Claimant's rights to assert that no claims hereunder have been or may be discharged and to file other claims which are not covered by this Proof of Claim; or (h) a waiver of the Claimant's rights, if any, of arbitration, to the extent provided by any applicable agreements with the Debtor or its affiliates.

Amendments. The Claimant expressly reserves its right to file any separate or additional proofs of claim with respect to the Claim set forth herein or otherwise (which proofs of claim, if so filed, shall not be deemed to supersede this proof of claim unless expressly so stated therein), to amend or supplement this Proof of Claim in any respect, including with respect to the filing of an additional or amended claim for the purpose of fixing and liquidating any contingent or unliquidated claim set forth herein, or to file additional proofs of claim in respect of additional amounts or for any other reason.



EXHIBIT 1

			Sub-	Issuer	Nominal Amount
ISIN Code	Clearstream blocking reference #	Clearstream account #	custodian account#		
			200227 0202	Lehman Brothers Treasury Co. B.V	EUR 304,000.00
S0202417050	CA34272	11729	290337.0202	Lehman Brothers Treasury Co.	No. Of Units 30
S0301086475	CA37495	11729	290337.0202	B.V Lehman Brothers Treasury Co.	EUR 15,000.00
(S0148360042	CA34279	11729	290337.0202	B.V Lehman Brothers Treasury Co.	
	CA34280	11729	290337.0202	B.V Lehman Brothers Treasury Co.	EUR 101,000.00
KS0162289663		11729	290337.0202	1 B.V	EUR 92,000.00
XS0163559841	CA34281			Lehman Brothers Treasury Co. B.V	EUR 1,219,000.00
XS0176153350	CA34282	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 571,000.0
XS0178969209	CA34283	11729	290337.0202	Lehman Brothers Treasury Co.	EUR 1,248,000.0
XS0181945972	CA34286	11729	290337.0202	B.V Lehman Brothers Treasury Co.	
		11729	290337.0202		Bonsey
XS0185655445		11729	290337.0202	I RV	EUK 25 13 53
XS0189294225	1		290337.0202	Lehman Brothers Heastly Co.	
XS0197173643	CA34318	11729		Lehman Brothers Treasury Co	DONE
XS0200284247	CA34320	11729	290337.0202	Lehman Brothers Treasury Co	EUR 50,000.
XS020845902		11729	290337.020	Lehman Brothers Heading Oc	
		11729	290337.020		DORESO
XS021043320		11729	290337.020	al B.V	20.1.1
XS021078255	1		290337.020	Lehman Brothers Heasury	2011111
XS021109304	1 CA34326	11729		Lehman Brothers Heastly C	15011275
XS021181412	23 CA34325	11729	290337.020	Lehman Brothers Treasury B	EUR 10,000
XS02183044	58 CA34328	11729	290337.02	Lehman Brothers Treasury C	EUR 3,00
XS02865352		11729	290337.02		



	ı		1	Lehman Brothers Treasury Co.	
***********	CA34334	11729	290337.0202	B.V	EUR 20,000.00
XS0302634059	CA34335	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 5,000.00
XS0310507743	CA34333	11725	2,000	Lehman Brothers Treasury Co.	EXT 15 000 00
XS0305646696	CA34339	11729	290337.0202	B.V	EUR 15,000.00
	CA34345	11729	290337.0202	Lehman Brothers Treasury Co. B.V	EUR 200,000.00
XS0296156085	CA34343	1112)	2700011	Lehman Brothers UK Capital	EUR 200,000.00
XS0215349357	CA34329	11729	290337.0202	Funding L.P.	EUR 200,000.00

ISIN Code	Monte Titoli blocking reference #	Monte Titoli account #	Issuer	Nominal Amount
IT0006578600	082067673	63062	Lehman Brothers Treasury Co. B.V.	EUR 60,000.00



EXHIBIT 2

ISIN Code	Nominal Amount (EUR)	Interest** (EUR)	Total (EUR)	Nominal Amount (USD)*	Interest (USD)*	Total (USD)*
IT0006578600	60,000.00	1,177.00	61,177.00	84,906.00	1,664.94	86,570.94
XS0202417050	304,000.00	8,058.00	312,058.00	430,190.40	11,402.67	441,593.07
XS0301086475	30,000.00	0.00	30,000.00	42,453.00	0.00	42,453.00
XS0148360042	15,000.00	0.00	15,000.00	21,226.50	0.00	21,226.50
	101,000.00	2,524.00	103,524.00	142,925.10	3,571.31	146,496.41
XS0162289663 XS0163559841	92,000.00	1,780.00	93,780.00	130,189.20	2,519.04	132,708.24
XS0163333641	1,219,000.0.	33,799.00	1,252,799.00	1,725,006.90	47,829.62	1,772,836.52
XS0178969209	571,000.00	15,718.00	586,718.00	808,022.10	22,242.02	830,264.12
XS0178909209	1,248,000.00	29,687.00	1,277,687.00	1,766,044.80	42,010.01	1,808,054.81
	365,000.00	9,099.00	374,099.00	516,511.50	12,875.86	529,387.36
XS0185655445		42,566.00	2,540,566.00	3,534,919.80	60,234.68	3,595,154.48
XS0189294225		161.00	39,161.00	55,188.90	227.65	55,416.55
XS0197173643		68,081.00	2,350,081.00	3,229,258.20	96,340.72	3,325,598.92
XS0200284247		1,118.00	51,118.00	70,755.00	1,581.67	72,336.67
XS0208459023 XS0210433206		1,043.00	31,043.00	42,453.00	1,475.42	43,928.42
XS0210433200		0.00	14,000.00	19,811.40	0.00	19,811.40
		2,029.00	178,029.00	249,057.60	2,871.66	251,929.26
XS021109304		62,011.00	2,642,011.00	3,650,958.00	87,751.87	3,738,709.8
XS021181412		230.00	10,230.00	14,151.00	325.67	14,476.67
XS021830445		0.00	3,000.00	4,245.30	0.00	4,245.30
XS028653522 XS030263405		123.00	20,123.00	28,302.00	173.69	28,475.69



XS0310507743	5,000.00	8.00	5,008.00	7,075.50	10.75	7,086.25
XS0305646696	15,000.00	81.00	15,081.00	21,226.50	113.98	21,340.48
XS0296156085	200,000.00	0.00	200,000.00	283,020.00	0.00	283,020.00
XS0215349357	200,000.00	4,140.00	204,140.00	283,020.00	5,858.63	288,878.63

Total Claim Amount	USD \$ 17,561,999.56
1 TOTAL CIAIM WINDRING	

^{*} Amounts due in Euro have been converted to US Dollars using the exchange reference rate published by the European Central Bank (ECB) for September 15, 2008: 1 Euro = 1.4151 USD

^{**} Interest accrued until September 14, 2008 (included)

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- 1. For value received, the adequacy and sufficiency of which are hereby acknowledged, BANCA MEDIOLANUM S.p.A. ("Seller"), acting on behalf of one or more of its customers (the "Customers") hereby unconditionally and irrevocably sells, transfers and assigns to BANCA FIDEURAM S.p.A. ("Banca Fideuram") acting on behalf of one or more of its customers (Banca Fideuram together with its customers, the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 56626 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller and its Customers relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller and its Customers' right, title and interest in, to and under the transfer agreements, if any, under which Seller and Customer(s) or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller and its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) neither Seller nor its Customer has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing



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Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 30 day of January 2013.

BANCA MEDIOLANUMS.P.A

Name: Massimo Doris
Title: Chief Executive Officer

Via F. Sforza 20080 Basiglio (Milano), Italy

Attn: Stefano Greco phone 0039 0290492941 fax 0039 0290492406 mail LehmanTeam@mediolanum.it **BANCA FIDEURAM S.P.A.**

Name: Emanuele Castro Title: Legal Department

Piazzale G. Douhet 31 Roma 00143, Italy

Attn: Emanuele Castro phone 00390659027565 fax 00390659027211 mail dir-legale@bancafideuram.it

& Olu

Schedule 1

Transferred Claims

Purchased Claim

0.775194% of XS0211814123 = USD 28,982.25 of USD 3,738,709.87 (i.e. the outstanding amount of XS0211814123 as described in the Proof of Claim dated 26 October, 2009 and filed on 29 October, 2009),

Which equals 0.165028% of the Proof of Claim = USD 28,982.25 of USD 17,561,999.56 (the outstanding amount of the Proof of Claim dated 26 October, 2009 and filed on 29 October, 2009).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
LEHMAN 16/2/17 7% TM	XS0211814123	Lehman Brothers Treasury Bv	Lehman Brothers Holdings Inc.	EUR 20,000 (equivalent to USD 28,302.00)	22/09/2014	EUR 20,480.70 (equivalent to USD 28,982.25)

BANCA MEDIOLANUM S.P.A.

BANCA FIDEURAM S.P.A.

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EXHIBIT C

Address for Notices:

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